CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2016, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Office of the Lieutenant Governor (hereinafter referred to as "Government") and CAVU Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to fully integrate all of the primary and ad-hoc property tax billing and collection capabilities offered by CAVU LG-Enterprise, which has now been converted to the next generation offering, powered by entellitrak (VIP Tax), and which duties and responsibilities are more particularly described in Addendum I (Statement of Work) attached hereto and made a part of this Contract; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

GENERAL DEFINITIONS

- a. "Affiliates" shall mean any entity that is controlled by Licensee, under common control with Licensee, with at least fifty-one (51%) percent ownership (or via board of directors for a non-profit organization). For Licensees who are Government Licensees or US Government Licensees, the "Affiliate" definition and provisions related thereto does not apply.
- b. "Americas Licensee" means a party that has licensed the Licensed Software from CAVU Corporation or an authorized CAVU Corporation Partner located in North or South America.
- c. "Annual Support and Maintenance Services" means the ongoing support provided by CAVU Corporation in connection with the Licensed Software and in accordance with the CAVU Corporation End User License and Services Agreement, incorporated and attached hereto as Addendum IV ("Addendum IV" or "License Agreement.").
- d. "Asia-Pacific Licensee" means a party that has licensed the Licensed Software from CAVU Corporation or an authorized CAVU Corporation Partner located in Australia or Asia (except for the Middle East).

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- e. "Concurrent Users" means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.
- f. "Configuration" means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture Licensee data in accordance with Licensee's requirements.
- g. "Correction" means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, "when and if available" basis.
- h. "Documentation" means user manuals, training materials, operations manuals, in paper or electronic format, for the Licensed Software, which may include information on various functions of the Licensed Software and explanations of procedures by which the Licensed Software may be utilized.
- i. "Defect" means a failure of the Licensed Software to substantially operate in accordance with the Documentation as it exists at the time of the Licensed Software was delivered or made available to Licensee.
- j. "Dispute" means any dispute or claim arising out of or in relation to this end user license agreement, or the main Contract of which it is a part.
- k. "Effective Date" means the date set forth in the Purchase Order or the date of last signature of the Quote incorporated into the Purchase Order. If a Government or US Government is the Licensee, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Licensed Software and/or any Professional Services or Annual Support and Maintenance Services.
- I. "EMEA" means Europe, Middle East (as so determined by CAVU Corporation), and Africa.
- m. "EMEA Licensee" means a party that has licensed the Licensed Software from CAVU Corporation or an authorized CAVU Corporation reseller located in Europe, Middle East or Africa.
- n. "entellitrak® Software" means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.
- o. "Government Licensee" means the U.S. or other country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting on behalf of the U.S. or other

country, state, or local government that has licensed Software. Unless otherwise specified, Americas Licensee provisions shall apply to Government Licensees.

- p. *"icomplaints® Software"* means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.
- q. "Infrastructure as a Service" or "IaaS" means a service provided by CAVU Corporation in a shared or dedicated environment that includes a physical data center, with associated physical security, backups, power, operating systems, databases, application Servers, internet, and connectivity. IaaS does not include Licensed Software.
- r. "Instances" means an installed copy of the Licensed Software. Once installed or copied, an Instance exists (whether or not it is actually executing) until it is completely removed from memory and uninstalled from disk storage.
- s. "Intellectual Property Rights" means all copyrights, expressions, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.
- t. "ISV Supported Software" means Third Party Software which an independent software vendor partner ("ISV Partner") supplies that may integrate with the Licensed Software, and for which the ISV Partner solely and directly provides the license or software as a service subscription, maintenance and services terms (including warranty and liability limits) for ISV Supported Software to the Licensee or subscriber.
- u. "License Grant" means for Licensed Software, a non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business purposes.
- v. "License Fees" means those fees paid to CAVU Corporation by Licensee for the Licensed Software and any Third Party Software. License Fees exclude fees for Annual Support and Maintenance.
- w. "Licensed Location" means the physical location where the Server-installed portion of the Licensed Software (where applicable) is or will be installed on equipment that Licensee owns, leases, or otherwise controls.
- x. *"Licensed Software"* means the object code version of the entellitrak® Software or icomplaints® Software, and their respective modules (if licensed), (including the object code for Updates and Corrections thereto) as set forth in the License Agreement, and licensed to Licensee by CAVU Corporation. For U.S. Government

Licensees, Licensed Software was developed exclusively at private expense and is a Commercial Item, including commercial computer software.

- y. "License Period" means the date the license will begin, which will be the Effective Date, and shall continue through the period set forth in the Purchase Order, or otherwise into perpetuity, unless otherwise terminated as set forth in the License Agreement.
- z. "Major Defect" means a Defect that causes the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.
- aa. "Minor Defect" means a defect that allows the Licensed Software to operate substantially with the Documentation; does not interrupt Licensee's use of the Licensed Software; and which a workaround is readily available within a reasonable period of time.
- bb. "Misuse" or "Misused" means any use of the Software in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.
- cc. "Mobile Application" means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices.
- dd. "Partner" means an entity with whom CAVU Corporation has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "partner" shall not imply any legal or statutory partnership concepts.
- ee. "Personal Information" means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.
- ff. "Platform as a Service" or "PaaS" means those services provided under laaS in either a shared or dedicated environment including Licensed Software without Configuration.
- gg. "Privacy Laws" means legislation, statutory instruments and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the parties or to this Agreement, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC or similar directive or regulation that takes the place

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of that Directive and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU member state.

- hh. "Process" or "Processing" Personal Information means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.
- ii. *"Professional Services"* means, collectively, any consulting or training services provided by CAVU Corporation and as further delineated in the License Agreement.
- jj. *"Purchase Order"* means, the document with signature lines that references the attached Quote and defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services.
- kk. *"Server"* License means that one Instance of the Software may be installed on one Server.
- II. "Quote" means an estimate provided by CAVU Corporation for the Licensed Software, Annual Support and Maintenance, and/or Professional Services as further defined in the Purchase Order.
- mm. "Software as a Service" or "SaaS" means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration.
- nn. "SOW" means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both parties.
- oo. "Support Contractor" means a third party with whom Licensee has contracted to install, maintain, host, or operate the Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to CAVU Corporation identifying any Support Contractor that is given access to the Software. All Software disclosed to a Support Contractor must, if in physical form, bear the following restrictive marking: "Commercial Computer Software: The software herein is proprietary to CAVU Corporation and may not be used, disclosed, reproduced, modified, performed, or displayed without the prior written approval of CAVU Corporation"
- pp. "Third Party Software" includes any software (including ISV Support Software) not owned by CAVU Corporation that may be a tool, development aid, or other type of software that accompanies or has been used as a tool in the production,

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compilation, or development of the Licensed Software provided under this Agreement.

- qq. "Updates" means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which CAVU Corporation makes generally available to its customers and that are identified by a new release number. The terms and conditions governing Updates are set forth in the License Agreement.
- rr. "U.S. Government Licensee" means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity."

GENERAL TERMS AND CONDITIONS

1. SERVICES

The Contractor will provide the services described in **Addendum I** (Statement of Work) attached hereto and made a part of this Contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate five (5) years thereafter.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Statement of Work), agrees to pay Contractor the fixed price sum of \$3,003,622.16 USD in accordance with the provisions set forth in **Addendum II** ("Compensation") attached hereto and made a part of this Contract.

4. TRAVEL EXPENSES

Included in the compensation for services as specified in Paragraph 3 ("Compensation") above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These travel monies shall not exceed \$42,000.

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands. The Contractor further warrants that it has the ability to perform the agreed Services and that all Services will be performed with due care and skill by people that have the requisite

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skills, expertise, and competency for the project that is the subject matter of this Contract.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

The cumulative liability of CAVU Corporation to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder in contract, tort, or otherwise, shall not exceed 1.5 of the total amount of all License Fees paid to CAVU Corporation for the relevant Licensed Software or services within the prior year.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government, which consent shall not be unreasonably delayed or withheld.

10. INDEMNIFICATION

- (a) Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.
- (b) Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations, and taxes of Contractor of whatsoever nature,

including but not limited to unemployment insurance, and social security taxes for Contractor, its servants, agents, or independent contractors.

(c) Notwithstanding any term or provision in this Contract to the contrary, the limitation on Contractor's liability shall not apply in the event of gross negligence, reckless conduct, or willful misconduct on the part of the Contractor.

10B. CONTRACTOR INDEMNIFICATION

- a. If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), CAVU Corporation will (as long as Licensee is not in default under this Contract or any other agreement with CAVU Corporation) defend Licensee against such Claim at CAVU Corporation's expense and pay all damages that are fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies CAVU Corporation in writing of the claim, (ii) allows CAVU Corporation sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with CAVU Corporation (at CAVU Corporation's expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with CAVU Corporation's direction to cease using any Software that in CAVU Corporation's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.
- b. For U.S. Virgin Islands Government Licensees, (i) CAVU Corporation will indemnify and hold harmless the U.S. Virgin Islands Government Licensee (except for those instances of infringement that arise pursuant to Subsection d. below) Licensee against a Claim at CAVU Corporation's expense and pay all damages that are fully adjudicated and finally awarded; and (ii) CAVU Corporation will work in good faith and conjunction with the Department of Justice to defend or settle any infringement claim that may arise hereunder. The U.S. Virgin Islands Government Licensee will provide CAVU Corporation with prompt notice of any infringement claim and will work in good faith to comply with any requirement to cease using the Software that is determined in CAVU Corporation's reasonable judgment to cause an infringement of a third party's Intellectual Property Rights.
- c. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if CAVU Corporation believes such an injunction is likely, CAVU Corporation may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in CAVU Corporation's sole judgment, require Licensee to return the Licensed Software and refund the License Fees paid for the Licensed Software by the Licensee based on a pro-rata, 3-year straight-line depreciation schedule. For U.S. Virgin Islands Government Licensees, if neither subsection (i) or (ii) is available to defend/settle an infringement claim, then the U.S. Government Licensee will remove any Licensed Software from its systems and return such to CAVU Corporation for a pro-rata refund.

d. CAVU Corporation shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by CAVU Corporation according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by CAVU Corporation, (5) Licensee's failure to comply with CAVU Corporation's direction to cease any activity that in CAVU Corporation's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

With respect to issues of liability and contractual performance, this Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands. However, the parties agree that Delaware law shall govern issues related to the ownership of intellectual property or the infringement of intellectual property rights.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This Contract, including the attachments incorporated by reference constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

- (a) If work under this Contract is not performed materially in accordance with the terms hereof, Government will have the right to withhold out of the relevant payment due to Contractor, such sums as are proportionate to the non-performance to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold, and the parties may enter into a written, mutually satisfactory agreement with respect to the amount to be withheld.
- (b) No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
 - (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected

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territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

- (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity;
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

CO	/CDP	UNIFN	IT

Lloyd T. Bough, Jr.

Commissioner Naminee

Department of Property and

Procurement Sub Base, Building No. 1,

Third Floor

St. Thomas, VI 00802

Delbert Hewitt, Chief of Staff

Office of the Lieutenant Governor

5049 Kongens Gade

St. Thomas, VI 00802Delb

CONTRACTOR

Attn: Contracts Department

CAVU Corporation

12901 Worldgate Drive

Suite 800

Herndon, VA 20170

23. LICENSURE

The Contractor covenants that it has:

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- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

The following addenda are attached hereto and incorporated by reference:

Addendum I – Statement of Work

Addendum II – Compensation

Addendum III- CAVU Corporation End User License and Services Agreement

Addendum IV - Annual Support Contract for CAVU

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

28. DISPUTE RESOLUTION

a. Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Contract or the breach thereof, the parties hereto shall endeavor to use their best efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith

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and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation.

- b. If the parties are unable to resolve the dispute by discussion and negotiation within 20 Business Days of receipt of the written notice from the first party under clause (a), then the parties must immediately refer the dispute to mediation by one party notifying the other party in writing that the dispute is referred to mediation. The mediator shall be a mutually acceptable mediator in the United States Virgin Islands and selected from the American Mediation Institute. The mediator shall designate a place in the United States Virgin Islands for a meeting of the mediator with representatives of the parties. The cost of the mediator will be equally shared by the parties.
- c. The mediation will be conducted in the United States Virgin Islands in accordance with the standard mediation rules of the American Mediation Institute.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year written below.

WITNESSES:	GOVERNMENT OF THE VIRGIN ISLANDS
Atra Phys	Osbert E. Potter, Lieutenant Governon Date USVI, Off. of the Lieutenant Governor
Malanah	Lloyd Bough, Jr., Commissioner Nominee Department of Property and Procurement
(shug lostlist	CONTRACTOR Alex Colon General Counsel (Corporate seal, if Contractor is a corporation)
APPROVED: Kenneth E. Mapp GOVERNOR OF THE VIRGIN IS	Date: 04-11-17
APPROVED AS TO LEGAL SUF DEPARTMENT OF JUSTICE BY CAROL MODINALD ES Print Name Carol Mod	
PURCHASE ORDER NO.	

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